

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B0600198

PRINT DATE: 12/06/19

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: SPORT CHEVROLET CO INC 3101 AUTOMOBILE BLVD SILVER SPRING, MD 20904-4999 (301)890-6000 EXT 204	REFER QUESTIONS TO: ALLEGRA DAYE (410)767-4032 ALLEGRA.DAYE1@MARYLAND.GOV	
ITB: 001IT821065	EXPR DATE: 12/04/20 POST DATE: 12/06/19	DISCOUNT TERMS: . NET 30 DAY CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

MARYLAND STATEWIDE CONTRACT
FOR
2020 LIGHT DUTY TRUCKS
VEHICLE TYPES: 5-1 AND 8-LL

VENDOR CONTACT: TONY RHODES

VENDOR ADDRESS: 3101 AUTOMOBILE BLVD., SILVER SPRING, MD 20904

VENDOR PHONE: 240-560-5375

VENDOR E-MAIL: OPERATIONS@SPORTAUTOMOTIVE.COM

TERM OF CONTRACT: DECEMBER 5, 2019 - DECEMBER 4, 2020

CONTRACT PERIOD: ONE (1) YEAR FROM DATE OF AWARD OR UNTIL PRODUCTION IS CUT OFF BY THE MANUFACTURER (WHICHEVER COMES FIRST). SUCCESSFUL VENDOR MUST NOTIFY THE PROCUREMENT OFFICER FOR THE STATE OF MARYLAND, DEPARTMENT OF GENERAL SERVICES REGARDING PRODUCTION CUT-OFF DATES AS SOON AS THE DEALERSHIP IS NOTIFIED BY THE MANUFACTURER.

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TERMS (cont'd):

AT TIME OF DELIVERY FROM DEALER, EACH VEHICLE SHALL CONTAIN A MINIMUM OF FIVE (5) GALLONS OF GASOLINE.

DEALER MUST POSSESS A VALID STATE OF MARYLAND MOTOR VEHICLE ADMINISTRATION (MVA) DEALER'S LICENSE. DEALER MUST ALSO POSSESS A VALID STATE OF MARYLAND MOTOR VEHICLE ADMINISTRATION SALESMAN'S LICENSE. A COPY OF THE AFOREMENTIONED LICENSES MUST BE PROVIDED UPON REQUEST.

VEHICLE MUST BE DELIVERED WITH A CERTIFICATE OF ORIGIN.

DEALER WILL BE REQUIRED UPON DELIVERY TO SUBMIT A CERTIFICATE SHOWING THAT THE VEHICLE WAS SERVICED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED NEW MOTOR VEHICLE PREPARATION CHECK SHEET. THIS CERTIFICATION IS TO BE SIGNED BY THE PERSON WHO SERVICED THE VEHICLE, AS WELL AS THE OWNER AND/OR DESIGNATED REPRESENTATIVE OF MANAGEMENT. OF MANAGEMENT.

THERE IS TO BE NO DEALER IDENTIFICATION ATTACHED TO THE NEW VEHICLE.

TIRES: TIRES RECALLED BY ANY MANUFACTURER WILL NOT BE ACCEPTED. IF A MODEL TIRE IS RECALLED BETWEEN CONTRACT AWARD AND VEHICLE DELIVERY, IT WILL BE THE RESPONSIBILITY OF THE DEALER TO REPLACE ANY SUCH TIRES PRIOR TO DELIVERY OF THE VEHICLE.

A MINIMUM WARRANTY ON POWER TRAIN OF 5 YEARS/60,000 MILES AND A MINIMUM VEHICLE WARRANTY OF 1 YEAR/12,000 MILES. THERE SHALL BE ZERO (-0-) DEDUCTIBLE ON THE WARRANTY.

STANDARD AND/OR EXTENDED WARRANTY PAPERS MUST BE GIVEN AT TIME OF VEHICLE DELIVERY.

ANY REDUCTION OF PRICES DURING THE PERIOD OF THIS CONTRACT SHALL BE PASSED ON TO THE STATE OF MARYLAND.

WARRANTY:

BASIC: 3 YEARS / 36,000 MILES
DRIVETRAIN: 5 YEARS / 100,000
CORROSION: 3 YEARS / 36,000 MILES
RUST-THROUGH: 6 YEARS / 100,000 MILES
ROADSIDE ASSISTANCE: 5 YEARS / 100,000 MILES

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE,

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TERMS (cont'd):

AND/OR BIODEGRADABLE MATERIALS.

VENDOR MUST INCLUDE THE BLANKET PURCHASE ORDER NUMBER ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL QUOTATIONS ARE TO BE NET, CASH DISCOUNTS FOR ANY PERIOD WILL NOT BE ALLOWED. PRICES QUOTED SHOULD REFLECT DELIVERY F.O.B. DESTINATION TO ANY POINT WITHIN MARYLAND FOR ALL VEHICLE TYPES.

NO TRADE-INS ARE INVOLVED. THE VENDOR WILL BE RESPONSIBLE FOR LICENSE TAG TRANSFERS FROM THE STATE VEHICLE BEING REPLACED TO THE NEW VEHICLE AT THE POINT OF DELIVERY OR MARYLAND TEMPORARY TAGS WHICHEVER IS APPLICABLE.

INVOICES SHALL ACCOMPANY THE DELIVERY OF EACH INDIVIDUAL VEHICLE. THE INVOICE DATE SHALL MATCH THE DATE THE VEHICLE WAS DELIVERED. THE RECEIVING AGENCY RESERVES THE RIGHT TO REJECT ANY DELIVERY WHERE THE INVOICE CONDITIONS ARE NOT MET.

PROCESSING FEE

1.

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER.

3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS:
THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

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TERMS (cont'd):

PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE, SECTION 13-110 ANNOTATED CODE OF MARYLAND, EXCEPT FOR ENTITIES DESCRIBED IN (6)(A) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
 - (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE;
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
 - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE; OR
- (6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.
 - (A) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.
 - (B) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.
- (7) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER STATE.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY AS DESCRIBED ABOVE WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT: (1) A SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

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TERMS (cont'd):

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # 001IT821065 / BPM015877 INCORPORATED HEREIN BY REFERENCE.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0001	07048-050000	EA	25,878.0000	
VEHICLE TYPE 5 COMPACT PICK-UP TRUCK				
TYPE 5-1 MID-SIZE PICK-UP TRUCK (EXTENDED CAB, 4X4)				
MAKE & MODEL: CHEVROLET COLORADO				
0002	07048-050000	EA	785.0000	
VEHICLE TYPE 5 COMPACT PICK-UP TRUCK				
TYPE 5-1 OPTION: CREW CAB				
0003	07048-050000	EA	512.0000	
VEHICLE TYPE 5 COMPACT PICK-UP TRUCK				

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	_____
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TYPE 5-1 OPTION: TRAILER TOW PACKAGE

0004	07006-000000	EA	29,878.0000	
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AUTOMOBILE

TYPE 8-LL ONE (1)-TON CREW CAB PICK-UP TRUCK (8 FT. BED)

MAKE & MODEL: CHEVROLET SILVERADO 3500 HD

0005	07006-000000	EA	1,975.0000	
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AUTOMOBILE

TYPE 8-LL OPTION: FOUR WHEEL DRIVE (4WD)

0006	07006-000000	EA	390.0000	
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AUTOMOBILE

TYPE 8-LL OPTION: RUNNING BOARDS

0007	07006-000000	EA		
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AUTOMOBILE

TYPE 8-LL OPTION: DAYTIME RUNNING LIGHTS (STANDARD N/C)

0008	07006-000000	EA	9,017.0000	
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AUTOMOBILE

TYPE 8-LL OPTION: DIESEL ENGINE

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0009	07006-000000	EA	1,106.0000	
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AUTOMOBILE

TYPE 8-LL OPTION: DUAL REAR WHEELS

0010	07006-000000	EA		
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AUTOMOBILE

TYPE 8-LL OPTION: TRAILER TOW PACKAGE (STANDARD N/C)

0011	07006-000000	EA	5,475.0000	
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AUTOMOBILE

TYPE 8-LL OPTION: UTILITY BODY

0012	07006-000000	EA	4,965.0000	
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AUTOMOBILE

TYPE 8-LL OPTION: 8FT PLOW

0013	07006-000000	EA	4,805.0000	
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AUTOMOBILE

TYPE 8-LL OPTION: 7.5FT PLOW

0014	07006-000000	EA	5,570.0000	
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AUTOMOBILE

TYPE 8-LL OPTION: 8FT FLARED PLOW

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0015	07006-000000	EA	3,225.0000	
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AUTOMOBILE

TYPE 8-LL OPTION: LIFT GATE FOR PICK-UP

0016	07006-000000	EA	3,425.0000	
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AUTOMOBILE

TYPE 8-LL OPTION: LIFT GATE FOR UTILITY

0017	07006-000000	EA	9,005.0000	
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AUTOMOBILE

TYPE 8-LL OPTION: PLUMBERS BODY

0018	07006-000000	EA	5,750.0000	
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AUTOMOBILE

TYPE 8-LL DUMP BODY, 10 GAUGE STEEL OPTION:
9 COMMERCIAL, HEAVY DUTY SNOW PLOW WITH HANDHELD CONTROLLER AND QUICK
DISCONNECTS (SAME AS OR EQUIVALENT TO BOSS 9 SUPER-DUTY)

0019	07006-000000	EA	5,650.0000	
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AUTOMOBILE

TYPE 8-LL DUMP BODY, 10 GAUGE STEEL:
STAINLESS STEEL DROP TAILGATE SALT/SAND SPREADER, SINGLE AUGER WITH
STAINLESS TROUGH; POLY SPINNER; LED SPREADER LIGHT.

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0020	07006-000000	EA	878.0000	
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AUTOMOBILE

TYPE 8-LL DUMP BODY, 10 GUAGE STEEL OPTION:
SEMI-AUTOMATIC TARP (SAME AS OR EQUIVALENT TO PIONEER E-600)

0021	07006-000000	EA	5,750.0000	
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AUTOMOBILE

TYPE 8-LL DUMP BODY, 201 STAINLESS:
9 COMMERCIAL, HEAVY DUTY SNOW PLOW WITH HANDHELD CONTROLLER AND QUICK
DISCONNECTS (SAME AS OR EQUIVALENT TO BOSS 9 SUPER-DUTY)

0022	07006-000000	EA	5,650.0000	
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AUTOMOBILE

TYPE 8-LL DUMP BODY, 201 STAINLESS:
STAINLESS STEEL DROP TAILGATE SALT/SAND SPREADER, SINGLE AUGER WITH
STAINLESS TROUGH; POLY SPINNER; LED SPREADER LIGHT.

END OF ITEM LIST

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE